

executor would realize from the unpaid bonds would be ample for the purpose. At all events, no change was made in his will, and the Virginia property alone was appropriated by the testator for the payment of his debts.

Mrs. Bland having renounced the trust, and letters testamentary having been granted to Captain Mayo, and after some progress had been made in the settlement of the estate, an agreement was made between these parties, dated on the 4th of March, 1847, by which it was stipulated that the money on hand at the time of the death of the deceased, or since received, together with the carriage and horses, and library, which were bequeathed to Mrs. Bland for life, by the general terms of the will, should be sold by the executor for the purpose of paying off debts, or for other purposes, at the discretion of the executor, the agreement reciting that a similar arrangement might be made as to the other parts of the estate of said deceased, which were in like manner devised, the arrangement being intended to relieve other portions of the estate from the pressure of debts, until a certain fund in the estate of Virginia could be received. And it was further agreed that Isaac Mayo should pay to Mrs. Bland interest on the said sum of money every six months during her life, and be substituted as executor to all right in the said fund in Virginia, so far as the amount of said sales shall go towards making up said sum. And there was a further stipulation that if the Virginia fund should exceed the amount of debts, Mayo was to pay Mrs. Bland interest in like manner on the excess.

It can scarcely be doubted, that when this agreement was made the parties both supposed the Virginia fund would be sufficient to pay the debts of the deceased, who had then been dead about four months, and consequently the executor could not have known the actual situation of the estate.

Subsequently to this agreement, but the precise time does not appear, Messrs. Randall and McLean, the persons mentioned in said paper, who were to ascertain the amount for which interest should be paid, and how, and in what manner it should be secured, made a statement, according to which, the sum upon